

DEPARTMENT OF ENVIRONMENTAL HEALTH LINCOLN COUNTY

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Jim:

I've reviewed your 5/8/03 draft Memorandum of Agreement and offer the following comments:

1. "Lincoln County will provide landfill operational and management services..." - I also received Amendment No. A001 from Volpe (Wirtanen) Friday in which the Section V Supplies/Services D. Services to be Provided reads identically to the first draft; "Contractor shall provide all the necessary equipment, material and labor to dispose..."

Lincoln County, from day one, never agreed to be involved in the operation of the Asbestos Disposal Cell; nor have we changed our minds now! The understanding and negotiated agreement has always been that a differential disposal rate credit of \$8.00 per cubic yard would be applied to EPA cleanup waste disposal charges. This covers construction and site operation costs throughout the span of the project.

If the intent of this statement is to imply that Lincoln County will continue to operate and manage our part of the normal landfill activities, then let's qualify that by inserting "general and routine" into the sentence.

In Item 4 the insertion of terms such as: "specialized waste management activities" and "contractor-operated asbestos disposal cell" might further define the specific area of responsibility of Lincoln County and EPA and its contractors.

I do not intend to engage in word manipulations, when merely focusing on the fact that we are contracting for the space used for waste disposal is the only issue. If Lincoln County continues to be referred to as "Contractor", or "shall provide operational..." my only alternative is to seek the assistance of the County Attorney in reviewing all documents. I do not wish to obligate Lincoln County to activities or responsibilities not previously agreed to. Providing secured disposal space and long-term site maintenance and monitoring (30years+) was (and is) the agreement.

2. The issue of waste screening is a mute point as far as EPA cleanup waste; your material sources are well controlled and documented, and contamination with prohibited waste materials is virtually impossible since your containers and trucks are sealed from source to disposal point.

We have not finalized the O & M for BNSF waste disposal, but I don't foresee a need to involve our landfill personnel with hazmat training, protective gear, and decontamination to be present when each of their vacuum trucks enter the cell for disposal. The cell operations contractor will be there processing the waste and can certainly sign the waste transporter sheet.

3. What is meant by Lincoln County will provide site security? You paid to have a prison fence erected around the cell. What more is expected?? A tree over the fence, or other breaches will require attention by, again, hazmat trained and equipped personnel operating within the exclusion area.

General access to the main landfill is limited to our operational hours and is reinforced with a locked gate and fencing. However, after hours walk-in traffic cannot be controlled, short of armed patrols!

As we have discussed previously, record keeping should not be made into a complicated issue. A transport sheet (Waste Shipment Record) is completed for each unit of ACM waste that goes into the cell. The source is identified as EPA cleanup, the transporter is your contractor, and the contracted cell operator signs each sheet attesting to the volume received. EPA keeps 1 copy, your contractor keeps 1 copy, and Lincoln County keeps 1 copy. The quarterly placed-volume survey is provided to Lincoln County. The transporter sheets and the volume survey gives Lincoln County all the information we need to file our annual report with EPA and to provide our billing information for EPA waste.

Record keeping for waste we accept and place into our locked roll off container is similar to the cell operation.

4. I don't understand the last sentence in Item 6. It was always our intent to pay, or credit EPA, the \$8.00 per cubic yard construction and operation fee for each cubic yard of waste generated by private contractors and deposited in the asbestos disposal cell. Lincoln County would retain the balance of the disposal fee (for space used and long term responsibility).

Jim, I'm not sure if the modifications appearing in this draft MOA (5/8/03) are the result of Volpe's input? However, the insertions presented seem to complicate and cloud the intent of our agreement.

I'm hopeful that we don't' sway from earlier understandings and create a complicated, unworkable, and probably unapprovable document.

Volpe's new deadline for my submittal is May 13, and the clarification on our agreement is necessary before I can commit to a contract with them.

Thanks,

Ron